

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 29	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0044		3. Effective Date 2003DEC12		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AM MARK POLLACK (586)574-7292 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: POLLACKM@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) OFFICE OF NAVAL RESEARCH ATLANTA REGION OFFICE 100 ALABAMA ST., NW SUITE 4R15 ATLANTA, GA 30303-3104		Code N66020		
			SCD C PAS NONE ADP PT N62879				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) THE UNIVERSITY OF TENNESSEE 404 ANDY HOLT TOWER KNOXVILLE, TN. 37996-0140 TYPE BUSINESS: Other Educational				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 4B958 Facility Code				To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-SL-EC 4300 GOODFELLOW BLVD, BLD 110 PO BOX 200009 ST. LOUIS, MO 63120-0009 Payment will be made by Electronic Funds Transfer		Code HQ0304		
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 32040000036D7675P622601255Y S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost Contract		15C. Quantity		15D. Unit	15E. Unit Price	15F. Amount
					KIND OF CONTRACT: Research and Development Contracts		
15G. Total Amount Of Contract						\$600,000.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	29
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	10				
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X	H	Special Contract Requirements	14		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC12	

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Name of Offeror or Contractor: THE UNIVERSITY OF TENNESSEE					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<p><u>DELIVERABLE SERVICE</u></p> <p>NOUN: S.A.F.E.R. SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the Section C Scope of Work, as implemented by individual Task Orders.</p> <p>The current negotiated value of CLIN 0100 is as follows:</p> <p>U.S. Government Share: \$600,000.00 University of Tennessee Share: \$125,000.00 Total Estimated Cost: \$725,000.00</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>		LO		
0101	SECURITY CLASS: Unclassified				
0101AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: S.A.F.E.R. PRON: E132C497EH PRON AMD: 01 ACRN: AA AMS CD: 622601HH911</p> <p>SubCLIN 0101AA has been established to fund estimated cost for approved Task Order No. UT-001, Rev.00 minus the cost of materials, equipment and travel.</p> <p>The current negotiated value of CLIN 0101AA is as follows: Estimated Cost: \$ 443,600.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>		LO		\$ 443,600.00
				U.S. Share: Univ.Share:	\$318,600.00 \$125,000.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101AB	DLVR SCH REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 443,600.00				
	SERVICES LINE ITEM NOUN: S.A.F.E.R. PRON: E132C497EH PRON AMD: 01 ACRN: AA AMS CD: 622601HH911 SubCLIN 0101AB has been established to fund the estimated cost for material and equipment acquired under approved Task Order No. UT-001, Rev.00 The current negotiated value of CLIN 0101AB is as follows: Estimated Cost: \$ 133,000.00 (End of narrative B001) Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 133,000.00		LO		\$ 133,000.00
0101AC	SERVICES LINE ITEM NOUN: S.A.F.E.R. PRON: E132C497EH PRON AMD: 01 ACRN: AA AMS CD: 622601HH911 SubCLIN 0101AC has been established to fund the estimated cost for travel under approved Task Order No. UT-001, Rev.00 The current negotiated value of CLIN 0101AC is as follows: Estimated Cost: \$ 23,400.00 (End of narrative B001)		LO		\$ 23,400.00

Name of Offeror or Contractor: THE UNIVERSITY OF TENNESSEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 23,400.00				
0200	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Data Items as set forth in the Contract Data Requirements List (CDRL) hereinafter referred to as Exhibit A in support of the S.A.F.E.R. effort. (End of narrative A001)				
A001	<u>DATA ITEM</u> SECURITY CLASS: Unclassified Contractor's Progress, Status and Management Reports submitted monthly (every 30 days) after contract award. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE SECTION F FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u>	1	LO	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: THE UNIVERSITY OF TENNESSEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<div>(Y00003) SEE NARRATIVE ON DD 1423</div> <div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor's Scientific and Technical Report Submitted thirty (30) days after Government review and approval of draft.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE SECTION F</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423</div>	1	LO	\$ ** NSP **	\$ ** NSP **

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B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work currently required under this contract (through Task Order No. UT-001) is \$725,000.00, of which \$600,000.00 is the government portion and \$125,000 is the contractor portion, but neither the government nor the contractor can guarantee the accuracy of said estimate. This shall constitute the estimated cost for the purpose of the Contract Clauses hereof entitled LIMITATION OF FUNDS and/or LIMITATION OF COST.

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.1.3 The minimum order for government funds under this contract is \$600,000.00. The maximum amount of all Task Orders under this contract will be no more than \$5,000,000.00.

B.2 Payment

The contractor may submit public vouchers monthly for payment under this contract. Payment will be made subject to any withholding pursuant to provisions of this contract.

B.3 Type Of Contract

B.3.1 This contract is a two year Cost Only, Task Order driven, Indefinite Delivery, Indefinite Quantity (IDIQ) type of contract. The effort described in Section C of this document covers in a general manner the types of effort the contractor may be required to perform. Specific work will be specified by individual Task Orders (TOs), identifying the specific effort the contractor shall perform; funding for each TO will be provided by contract modification as each TO is awarded. More than one TO may be awarded with each contract modification.

B.3.2 Prior to award of any TO with its funding, TACOM will provide the contractor with the draft TO for review; the contractor shall provide TACOM with proposed costs (labor and overhead costs, material/equipment, travel) for the specific effort. These costs when negotiated, shall constitute the estimated cost of the individual TO. Estimated travel and material for any TO shall be identified separately in the TO, and will be funded under the appropriate SubCLIN.

B.3.3. TACOM intends to fully fund each TO as it is awarded; however, the government reserves the right to incrementally fund TOs if it so desires.

(a) In the event that a TO is incrementally funded, an incremental funding schedule will be provided by the government as a part of the contract modification that incorporates the TO.

(b) In the event that a TO is fully funded, FAR 52.232-20 "Limitation of Cost," shall apply.

(c) In the event that a TO is incrementally funded, FAR 52.232-22 "Limitation of Funds," shall apply.

B.4 Share Arrangement - CLIN 0100

B.4.1 This is a Cost Only contract with a sharing arrangement. The U.S. Government has agreed to pay \$600,000.00 of all cost for CLIN 0100. The University of Tennessee has agreed to pay \$125,000.00 of the cost for CLIN 0100.

B.4.2 The U.S. Government will pay to the Contractor the allowable cost reasonably and properly incurred in the performance of CLIN 0100 up to \$600,000.00.

B.5 Fee

There shall be no profit or fee chargeable or payable under this contract.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.0 Security Automation and Future Electromotive Robotics (SAFER) Program

Over the course of an envisioned total program expected to span five years (which partially overlaps the 2 year base period of performance of this contract), the University of Tennessee (UT) has defined a number of overall program goals and objectives for itself and for its partner, Wayne State University. Those overall program goals are consistent with, and complementary to, the statement of work of this contract.

C.1 Statement of Work. The Government may order work to be performed under this contract in any of the following areas, either singly or in any combination specified by Task Orders signed by the Contracting Officer:

C.2 Research robotic imaging and sensing technologies for vehicle inspection.

As specified by individual Task Orders, UT and/or its subcontractor, WSU will perform research in 3D imaging and multi-sensor fusion, with the principal objectives of developing, automating, and/or improving methods for scene and model reconstruction from sensor input from video, thermal, and range data. These methods may be focused on such tasks as object recognition, scene orientation, image segmentation, data analysis, and/or image processing. The primary areas of research are expected to be scene building, scene description, and data visualization.

C.3 Demonstrate robotic imaging and sensing technologies for vehicle inspection.

As specified by individual Task Orders, UT and/or its subcontractor, WSU will conduct research and development with the objective of successive or incremental development of robotic sensing prototypes that permit the design, construction, evaluation, and/or demonstration of research, demonstrator, or prototype units or simulations, using both real and simulated data. Any simulations or demonstrations may include designing, testing, evaluating, and comparing a variety of sensor options and capabilities to identify the most suitable system configuration for a specified application or mission profile. The expected sensor and vehicle-inspection applications include threat evaluation, security surveillance, stand-off inspections, and similar security applications.

C.4 Attend and participate in conferences and meetings.

As specified by individual Task Orders, the Principal Investigator(s) and other UT and/or WSU research personnel shall attend such specified technical meetings and symposia as are necessary to review parallel work being done in these technology areas by other public and private-sector researchers. UT and/or WSU research personnel may also be required to attend peer reviewed technical conferences as specified by the Government contracting officer in order to provide a broader review of the work completed. Specific meetings and conferences may be based upon Task Orders that are active at that time, or upon work planned to be issued on future Task Orders.

C.5 Research biological, chemical, and radiological sensors for robotic applications such as vehicle inspection.

As specified by individual Task Orders, UT (and/or its partner, WSU) will conduct research to develop and/or integrate a package of advanced sensing technologies capable of gathering data such as biological, chemical, and radiological from sensors, or a sensor suite, mounted on remotely operated robotic systems. This research may involve, for example, the investigation of methods for a self contained and remotely controlled system that does not require external reagents or highly trained personnel to perform measurements. The research may focus on chemical and biosensors as well as radiation sensors or arrays.

C.6 Demonstrate robotic biological, chemical, and radiological sensors for vehicle inspection.

As specified by individual Task Orders, UT (and/or its subcontractor) will conduct research and development with the objective of demonstrating successive or incremental development, testing, and/or demonstration of prototype sensors, sensor arrays and integrated sensor modules or sensor-bearing systems. Sensors or systems of prototype arrays and modules may include both airborne and fluid sampling technologies and techniques for biological and chemical agents, as well as techniques for radiation detection such as durable radiation imaging arrays, that will allow smart detection of both shielded and unshielded radiation sources.

C.6.1 Part of the demonstration phase may include the design, use, and/or implementation of Modeling and Simulation tools, environments, and scenarios in order to quantify and verify physical demonstrations.

C.6.2 The contractor shall be prepared to conduct tests and demonstrations, which may include modeling and simulation demonstrations, tests and demonstrations in a laboratory setting, and/or real world field tests in order to verify lab generated tests as well as data from Modeling and Simulation efforts. This may entail designing test plans in coordination with the US Army TARDEC, as well as the execution of tests or test suites, and related collecting and reporting of test data both individually and when quantified by Modeling and Simulation tools and physical lab

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demonstrations.

C.7 Meetings. Meetings, to include start-of-work meetings, Intermediate Progress Reviews (IPRs), and Final Briefings, shall be conducted as specified by individual Task Orders.

C.8 Reporting. Technical reports shall be as specified by individual Task Orders. However, if an individual Task Order identifies no special reporting requirements, then the following default requirements will apply to such Task Order:

C.8.1 Periodic progress reports. The contractor shall provide a monthly cost and status report electronically to the COR, commencing 30 days after issuance of the Task Order, and continuing every 30 days thereafter until the Task Order is concluded. In the event two or more Task Orders are being performed at the same time, the contractor may issue one consolidated progress report per month, although in that case the status of work, as specified below, shall be reported separately for every Task Order that was open during the report month. Each monthly progress report shall address the following, for each open Task Order:

(a) a summary of technical progress made during the report month, to include a description of problems encountered, problems resolved, and milestones achieved, and a brief forecast of effort planned for the subsequent month;

(b) a statement of actual progress made to date compared to the projected schedule of work (which will identify a proposed get-well plan, in the event that actual progress lags behind schedule); and

(c) an identification of total costs expended to date, compared to the budgeted cost of the Task Order.

C.8.2 Final report. Not later than 30 days after concluding work on each Task Order, the contractor will prepare and submit to the COR a final technical report, providing a recap of all effort performed, and results achieved, in the performance of work. The final report shall include a separate section covering the total costs of performance of work.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: THE UNIVERSITY OF TENNESSEE

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (ALTERNATE I (APR 1984))	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994

We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.

[End of Clause]

E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
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The Government will accept the supplies at the destination(s) listed in the Schedule.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3 Period of Performance

F.3.1 The duration of this contract (time in which new Task Orders can be issued) will be from the date of award through two years thereafter.

F.3.2 The period of performance for each Task Order will be as specified in the individual Task Order.

F.4 Data.

F.4.1 The Contractor shall submit all reports electronically in accordance with the Contract Data Requirements List (CDRL) (DD Form 1423), to the following address:

andruszh@tacom.army.mil
and
pollackm@tacom.army.mil
and
saundet@onr.navy.mil

F.4.2 Any deliverables required hereunder that cannot be submitted electronically, shall be delivered F.O.B. Destination in accordance with the CDRL, Exhibit A hereof, to the following address:

Commander
US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-R, Mr. Henry Andrusz, MS 263
Warren, Michigan 48397-5000

F.5 Performance.

F.5.1 All work required under this contract, including submission of the Final Scientific and Technical Reports, shall be completed within the time period defined in the individual Task Order authorizing the work. Task Orders may be issued no later than two (2) years after contract award.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION		JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
0101AA	E132C497EH 622601HH911	AA	1	21	32040000036D7675P622601255Y S20113	32C497	W56HZV \$	443,600.00
0101AB	E132C497EH 622601HH911	AA	1	21	32040000036D7675P622601255Y S20113	32C497	W56HZV \$	133,000.00
0101AC	E132C497EH 622601HH911	AA	1	21	32040000036D7675P622601255Y S20113	32C497	W56HZV \$	23,400.00
								600,000.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION		ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21	32040000036D7675P622601255Y S20113	W56HZV	\$ 600,000.00
					600,000.00

Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM) COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Henry Andrusz
e-mail: andruszh@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Tarykka Saunders
e-mail: saundet@onr.navy.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

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http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or task order, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-5 TASK ORDERS

(a) All work under this contract shall be performed in accordance with Task Orders signed by the Contracting Officer. Each Task Order shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
 - (2) Objective of the work to be performed.
 - (3) The amount of funds to accomplish the work.
 - (4) Estimated completion date as applicable.
 - (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.
 - (6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.
- (b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Task Orders by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.
- (c) If, at any time, the Contractor has reason to believe that the amount of effort which it expects to incur in the performance of a Task Order, when added to all effort incurred previously in performance of such Task Order, shall exceed the estimated total set forth in the Task Order, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total effort cost to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional costs.

G.1 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.3 The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

G.1.3.1 First example: the contract includes one accounting line from fiscal year 1999 and two accounting lines from fiscal year 2000. Result: disbursements against new invoices are made on the fiscal 1999 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2000 accounting lines. Once disbursements start against the fiscal year 2000 lines, those payments will be split equally between the two available fiscal 2000 lines.

G.1.3.2 Second example: the contract includes four accounting lines from fiscal year 1999 and one accounting line from

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fiscal year 2000. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 1999 accounting lines. If one of the 1999 accounting lines becomes completely disbursed but money remains available on other 1999 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 1999 lines until they become completely disbursed, before disbursements are made against the fiscal year 2000 line.

G.2 SPECIAL BILLING INSTRUCTIONS: BILL TO THE SIX DIGIT LINE ITEM

G.1.1 The CONTRACTOR shall bill costs against the six digit SubCLIN as shown in Section B of this award. This six digit SubCLIN shall be identified on each invoice or payment voucher submitted against this contract for payment and shall correspond with the effort performed.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-9	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through two years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-13	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$3,000,000.00.

(2) Any order for a combination of items in excess of \$5,000,000.00.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-14	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
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(a) All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. DAAE07-_____ are complete, accurate, and comply with all requirements of the contract.

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Date	Name and Title of Authorized Official
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This written certification shall be dated and the certifying official (identified by name and title) shall be duly authorized to bind the Contractor by the certification.

(b) The Contractor shall identify, by name and title, each individual (official) authorized by the Contractor to certify in writing that the technical data are complete, accurate, and comply with all requirements of the contract. The Contractor hereby authorizes direct contact with the authorized individual responsible for certification of technical data. The authorized individual shall be familiar with the Contractor's technical data conformity procedures and their application to the technical data to be certified and delivered.

(c) Technical data delivered under this contract may be subject to reviews by the Government during preparation and prior to acceptance. Technical data are also subject to reviews by the Government subsequent to acceptance. Such reviews may be conducted as a function ancillary to other reviews, such as in-process reviews or configuration audit reviews.
(End of clause)

H-15 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA SEP/1999
(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

- (i) State the specific grounds for challenging the asserted restriction;
- (ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity

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of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or

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disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

- (i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and
- (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

- (i) The Government shall continue to be bound by the restrictive marking; and
- (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

- (1) Is publicly available;
- (2) Has been furnished to the United States without restriction; or
- (3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

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(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-17 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

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NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-18 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-19 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2 (ALT II)	AUDIT AND RECORDS - NEGOTIATION (ALTERNATE II--APR 1998)	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-11	COST CONTRACT--NO FEE (ALTERNATE I (1984 APR))	APR/1984
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-26	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	FEB/2002
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002

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I-50	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-56	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-57	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
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I-64	52.249-14	EXCUSABLE DELAYS	APR/1984
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I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
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I-70	252.209-7005	MILITARY RECRUITING ON CAMPUS	JAN/2000
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I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-76	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-77	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-78	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-79	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-80	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-81	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-82	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-83	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-84	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-85	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-88	52.216-22	INDEFINITE QUANTITY	OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple

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locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract issued after two years After Contract Award.

[End of Clause]

I-89 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-90 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case

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the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-91 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-92 52.232-20 LIMITATION OF COST APR/1984

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Task Order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Task Order. The Contractor agrees to use its best efforts to perform the work specified in the Task Order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--
(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Task Order; or
(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Task Order or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Task Order; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the TERMINATION clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Task Order, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Task Order.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Task Order, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Task Order is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Task Order, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

I-93 52.232-22 LIMITATION OF FUNDS APR/1984

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Task Order or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Task Order. The Contractor agrees to use its best efforts to perform the work specified in the Task Order and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Task Order specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Task Order, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Task Order.

(d) Sixty days before the end of the period specified in the Task Order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Task Order or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Task Order or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the TERMINATION clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the TERMINATION

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clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Task Order. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in Section B.

(h) No notice, communication, or representation in any form, other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Task Order equalling the percentage of completion of the work contemplated by this contract.
(End of clause)

I-94 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-95 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

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- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

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|------|--------------|-----------------------------------|----------|
| I-96 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
|------|--------------|-----------------------------------|----------|
- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-

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(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

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(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-97	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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	PIIN/SIIN W56HZV-04-C-0044	MOD/AMD	

Name of Offeror or Contractor: THE UNIVERSITY OF TENNESSEE

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	01-NOV-2003	003	EMAIL

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:
B. EXHIBIT: A
C. CATEGORY.....:
1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Contractor's Progress, Status, and Management Report
3. SUBTITLE: Phase I Progress Reports
4. AUTHORITY: DI-MGMT-80227(T)
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: AMSTA-TR-R
7. DD250 REQ: DD
8. APP CODE:
9. DIST. STATEMENT REQUIRED.:
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB.: See Block 16
13. DATE OF SUBS. SUB.: See Block 16

D. SYSTEM/ITEM.....:
E. CONTRACT/PR NO.: W56HZV-04-C-0044
F. CONTRACTOR.....: University of Tennessee

14. DISTRIBUTION.

A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Henry Andrusz, Contracting Officer's Representative (COR), E-mail: AndruszH@tacom.army.mil		1	3
Mark Pollack, Contract Specialist, E-mail: PollackM@tacom.army.mil		1	1
Tarykka Saunders, Administrative Contracting Officer (ACO), E-mail: SaundeT@onr.navy.mil		1	1
15. TOTAL:		3	5*

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) electronic copy to the Government, sent to the e-mail addresses of Henry Andrusz, Mark Pollack and Marla Armstrong. If email is not feasible, submit the progress reports to each of the recipients using one of the acceptable formats listed below.

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) progress every 30 days during the period of performance of each Task Order.

b. These instructions apply to all Progress Reports: Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the internet address: <http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>, for instructions on completing the required report. Note Tailoring: Delete paragraphs 10.3g, k, and l from DID DI-MGMT-80227.

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

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1. DATA ITEM NO.: A002

2. TITLE OF DATA ITEM: Technical Report - Study/Services

3. SUBTITLE: Phase I Draft and Final Technical Reports

4. AUTHORITY: DI-MISC-80508A(T)

5. CONTRACT REFERENCE: Section C

6. REQUIRING OFFICE: AMSTA-TR-R

7. DD250 REQ: DD

8. APP CODE:

9. DIST. STATEMENT REQUIRED.:

10. FREQUENCY: See Block 16

11. AS OF DATE: See Block 16

12. DATE OF FIRST SUB.: See Block 16

13. DATE OF SUBS. SUB.: See Block

14. DISTRIBUTION.

A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Henry Andrusz, Contracting Officer's Representative (COR), E-mail: AndruszH@tacom.army.mil		1	3
Mark Pollack, Contract Specialist, E-mail: PollackM@tacom.army.mil		1	1
Tarykka Saunders, Administrative Contracting Officer (ACO), E-mail: SaundeT@onr.navy.mil		1	1
15. TOTAL:		3	5*

* In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the e-mail addresses of Henry Andrusz, Mark Pollack and Marla Armstrong. If email is not feasible, submit the final report to the recipients using one of the acceptable formats listed below.

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft "Technical Report - Study/Services," at the completion of each Task Order. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within fifteen (15) days of receipt with comments. The Contractor shall submit one (1) final "Technical Report - Study/Services" (with the completed SF 298) within

fifteen (15) days after receipt of draft comments.

b. These instructions apply to all Technical Reports: Complete the reports IAW DID DI-MISC 80508A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80508A), at the internet address: <http://astimage.daps.dla.mil/docimages/0002\41\23\80508A.PD0>, for instructions on completing the required report.

Note Tailoring: Delete paragraphs 1(a) and 1(b) from DID DI-MISC-80508A.

You may download the SF 298 form, from the internet address: <http://www.dtic.mil/dtic/forms/sf298template.doc>.
You may download basic instructions for completing the SF 298 form, from the internet address:
http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under BAA contract for Topic #28." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term " Report."

c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not feasible, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3.5 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

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(2) 100 or 250 MEGABYTE ZIP*-DISK, 3.5 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier.

The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

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